

Resolution No. 2026-3485

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2025, and terminating on September 30, 2026, specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2025, and terminating on September 30, 2026, is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2025, and

terminating on September 30, 2026, shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.


This Resolution shall become effective immediately upon enactment.

Passed and adopted this 8th day of June 2026.

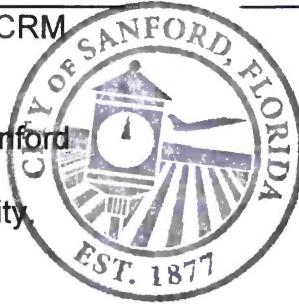
Attest:

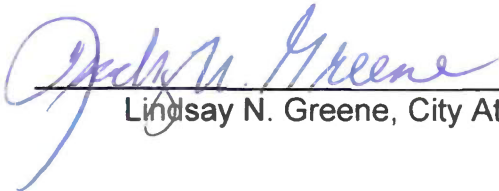
City Commission of the City of Sanford

On Behalf of  Deputy City Clerk
Traci Houchin, MMC, FCRM
City Clerk


Art Woodruff, Mayor

For use and reliance of the Sanford City Commission only.
Approved as to form and legality.




Lindsay N. Greene, City Attorney

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2026
Department: De. Services

Division: Building

Date: 4/29/2026

BUDGET AMENDMENT

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER									
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Balance
135	0000	389	98	00	Building Reserves	\$ 2,607,504	\$ 2,607,504	\$ (90,580)	\$ 2,516,924
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -

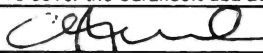
TOTAL CHANGES IN REVENUES \$ (90,580)

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER										
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
135	1114	524	46	00		Repairs & Maintenance	\$ 83,581	\$ 5,952	\$ 90,580	\$ 96,532
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -

TOTAL CHANGES IN EXPENDITURES \$ 90,580

REASON FOR AMENDMENT: To cover the Carahsoft dba Blitz Permits procurement.

DIRECTOR APPROVAL:  DATE: 5/19/26

FINANCE APPROVAL: Peter J. Staffieri DATE: May 19, 2026
(Peter J. Staffieri (May 19, 2026 16:03:53 EDT))

CITY MANAGER APPROVAL:  DATE: 5/19/26

CITY COMMISSION AGENDA DATE: JUNE 8, 2026 APPROVED: YES
(\$5,000 to \$74,999)

(\$75,000 or More)

FOR FINANCE USE

Entry Date: _____ Batch Number: _____ Document #: _____
CCM#: _____
RES#: _____

BA Blitz AI Agenda Memo \$90,580

Final Audit Report

2026-05-19

Created:	2026-05-19
By:	Cindy Andryshak (cynthia.andryshak@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARIWvpqAftdk7EbXar-NX4F4XeXkvpwPZ

"BA Blitz AI Agenda Memo \$90,580" History

-  Document created by Cindy Andryshak (cynthia.andryshak@sanfordfl.gov)
2026-05-19 - 7:25:05 PM GMT
-  Document emailed to Peter Staffieri (Peter.Staffieri@Sanfordfl.gov) for signature
2026-05-19 - 7:25:34 PM GMT
-  Email viewed by Peter Staffieri (Peter.Staffieri@Sanfordfl.gov)
2026-05-19 - 8:02:57 PM GMT
-  Signer Peter Staffieri (Peter.Staffieri@Sanfordfl.gov) entered name at signing as Peter J. Staffieri
2026-05-19 - 8:03:51 PM GMT
-  Document e-signed by Peter J. Staffieri (Peter.Staffieri@Sanfordfl.gov)
Signature Date: 2026-05-19 - 8:03:53 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-05-19 - 8:03:53 PM GMT

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Cathy LoTempio
Deputy City Clerk
City of Sanford
300 North Park Avenue
Sanford, FL 32772

FROM: Jazmine Fitts
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: cathy.lotempio@sanfordfl.gov

EMAIL: Jazmine.Fitts@carahsoft.com

PHONE: (407) 688-5012

PHONE: (571) 662-3147

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 08/01/2017 to 09/30/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 64454185
QUOTE DATE: 04/21/2026
QUOTE EXPIRES: 05/21/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$90,579.34
TOTAL QUOTE: \$90,579.34

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SUFFICENCY					
1	BZP-SUF-GOVEDGE-491	Scope (SUF) - Sufficiency Blitz Permits - BZP-SUF-GOVEDGE	\$63,405.43	COOP 1	\$63,405.43
SUFFICENCY SUBTOTAL:					\$63,405.43
JARVIZ					
2	BZP-JAR-GOVEDGE-491	Scope (JAR)- Jarviz Blitz Permits - BZP-JAR-GOVEDGE	\$27,173.91	COOP 1	\$27,173.91
JARVIZ SUBTOTAL:					\$27,173.91
SUBTOTAL:					\$90,579.34
TOTAL PRICE:					\$90,579.34
TOTAL QUOTE:					\$90,579.34

5 month quote

LOTEMPIO, CATHY

From: Jazmine Fitts <Jazmine.Fitts@Carahsoft.com>
Sent: Wednesday, April 29, 2026 10:00 AM
To: Rios, Robert; LOTEMPIO, CATHY
Cc: Palash Joshi; RAIMONDO, ANTHONY; Fiorey, Steve; Angad Yadav
Subject: RE: City of Sanford- Blitz AI Quote

CAUTION: This email originated from OUTSIDE the City of Sanford. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Hi team,

Here it the NASPO pricing link!

[NASPO Price Catalog A-E 4.15.2026.xlsx - Google Sheets](#)

Lines: 76019 and 76020 are the SKUs on your quote.

Thanks so much!

JAZMINE FITTS
SENIOR ACCOUNT MANAGER

carahsoft.

CARASOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
T: 571.662.3147 | 888.66.CARAH
JAZMINE.FITTS@CARASOFT.COM | WWW.CARASOFT.COM | [LINKEDIN](#) | [X](#)

From: Rios, Robert <Robert.Rios@Sanfordfl.gov>
Sent: Tuesday, April 28, 2026 12:50 PM
To: LOTEMPIO, CATHY <CATHY.LOTEMPIO@Sanfordfl.gov>
Cc: Palash Joshi <palash.joshi@blitzpermits.ai>; RAIMONDO, ANTHONY <ANTHONY.RAIMONDO@Sanfordfl.gov>; Fiorey, Steve <Steve.Fiorey@Sanfordfl.gov>; Angad Yadav <angad.yadav@blitzpermits.ai>; Jazmine Fitts <Jazmine.Fitts@Carahsoft.com>
Subject: RE: City of Sanford- Blitz AI Quote

Hello Cathy,

Attached is the NASPO Master Agreement which you'll need as you proceed to commission. Please make certain the quote reflects the line item on the master agreement. It'll need to be broken down exactly as it's listed on the NASPO price chart. If quote isn't matched, it cannot move forward.

Please advise if you need anything further.

Thank you,

LOTEMPIO, CATHY

From: Angad Yadav <angad.yadav@blitzpermits.ai>
Sent: Friday, April 24, 2026 10:15 AM
To: LOTEMPPIO, CATHY; Jazmine Fitts
Cc: Palash Joshi; RAIMONDO, ANTHONY; Fiorey, Steve
Subject: RE: City of Sanford- Blitz AI Quote

CAUTION: This email originated from OUTSIDE the City of Sanford. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Hi Cathy,

Thanks for your note—just to clarify Blitz AI has not merged with Carahsoft.

Carahsoft is acting as our authorized contract vehicle partner for this opportunity, which is why the quote has been shared through them under NASPO. This is a standard procurement route for government purchases.

Please let me know if you'd like us to walk through how this works.



AI Compliance Infrastructure for Development Services

Angad Yadav
Senior Sales Manager
+1 321 321 2422
5120 Marina Way #9908
Tampa FL 33611
[LINKEDIN](#) | [WEBSITE](#)

A dark-themed graphic with a lightning bolt icon in the top left. The text reads: "MOST ADOPTED AI FOR PLAN REVIEWS IN THE US ACCELERATING PERMITS & APPROVALS". To the right, three statistics are listed: "5x Faster Permit Issuance", "20+ Hours Saved per Week per Staff Member", and "95% Reduced Review Time".

MOST ADOPTED AI FOR PLAN REVIEWS IN THE US
ACCELERATING PERMITS & APPROVALS

5x Faster Permit Issuance

20+ Hours Saved per Week per Staff Member

95% Reduced Review Time

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ADDITIONAL REMARKS SCHEDULE

AGENCY NUTMEG INS AGENCY INC/PHS		NAMED INSURED BLITZPERMITS INC	
POLICY NUMBER SEE ACORD 25		5120 MARINA WAY UNIT 9908 TAMPA FL 33611-3486	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of Subrogation Form SL 30 03, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy. Certificate holder is an additional insured per the Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision Permits Or Authorization Form SL3040 attached to this policy.



BLITZ PERMITS, INC. | 5120 Marina Way #9908, Tampa FL 33611 | info@blitzpermits.ai | +1 (352) 871-0358

INNOVATION AGREEMENT

City of Sanford, Florida

A municipal corporation of the State of Florida

Effective Date	[EFFECTIVE DATE — TO BE CONFIRMED]
Contract Value (ACV)	\$200,000 per year, Prorated – 6 Months \$100,000
Contract Term	Prorated – 6 Months (September 30 th 2026), Original Term – 3 Years
Governing Law	State of Florida
Venue	City of Sanford, Seminole County, Florida
Quote Valid Through	April 30, 2026 (Special Pricing)



INNOVATION AGREEMENT

THIS INNOVATION AGREEMENT (the "Agreement") is entered on this [EFFECTIVE DATE] (the "Effective Date"), by and between BLITZ PERMITS, INC., a Florida Corporation (hereinafter the "Company" or the "Contractor"), and City of Sanford, a municipal corporation of the State of Florida (hereinafter the "County/City/Town/Municipality" or the "Customer"). The Municipality and the Company may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS the Company is in the business of providing software solutions to assist with planning, zoning, landscape, building construction, and building inspection code compliance; and

WHEREAS, the Company and Municipality mutually desire that the Company provides access to software developed by the Company and related services to the Municipality, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals listed above are true and correct and incorporated herein by reference.
2. Software-as-a-Service.
 - a. Description of Software. The Company will provide certain software services (the "Software") as specifically described in one or more statement(s) of work executed by the Parties and attached hereto as Exhibit "A" or such other writing, exhibit, instrument, correspondence, or agreement detailing the services to be provided by the Company (collectively, the "Statement(s) of Work" or "SOW"). The terms of this Agreement shall govern and supplement each of the Statement(s) of Work. In the event of a conflict between this Agreement and a Statement of Work, the terms of the particular Statement of Work shall control. The Company shall not provide any services or work except as specifically set forth in a Statement of Work or a Change Order in the form approved by the Company. All services and/or work provided outside of a Statement of Work shall be subject to a subsequent or different Statement of Work, or if such work changes the scope or services to be provided in a specific Statement of Work, the changes shall be in a written Change Order executed by both parties. In the event of a conflict between a Change Order and a Statement of Work or between a Change Order and this Agreement, the terms of the particular Change Order shall control.
 - b. Access; Customer Data. The Municipality shall provide the Company with such access to the appropriate Municipality offices, employees, and officials during regular operating hours, as the Company shall deem desirable or necessary for the Company to provide its services pursuant to this Agreement. Such access shall include but is not limited to in-person meetings, telephone calls, virtual meetings, emails, and messages. The Municipality's failure to provide necessary access shall constitute a breach of this Agreement. The Municipality further agrees to promptly provide the Company with all information, whether written or otherwise (collectively, the "Customer Data"), to enable Company to perform its services under this Agreement. The Municipality assumes all responsibility for the accuracy of all Customer Data and agrees that it is not within the Company's scope of services to verify the accuracy of said Customer Data. The Municipality shall not hold the Company responsible for the accuracy of the Customer Data and, to the extent allowed under the Florida Constitution and other applicable laws, shall indemnify, defend, and hold harmless Company for any claims arising from the inaccuracy of such Customer Data.
 - c. Updates, Installation, Maintenance and Technical Support. Company shall make available and shall not unreasonably restrict Customer's access to any modifications, error corrections, bug fixes, new



- releases or other updates of or to the Software that may be provided or otherwise made available by Company from time to time to its customers (collectively the "Updates"), as well as technical support, in accordance with the terms and conditions set forth in Exhibit "A", attached hereto and incorporated herein by reference, and as otherwise set forth in this Agreement; provided, however, that this requirement shall not in any way modify or limit Company's right to perform site maintenance and other services for the benefit of its customers even if such services would temporarily restrict Customer's access to the Software. Any Updates made available by Company hereunder shall be deemed part of the Software and shall be subject to the terms and conditions of this Agreement. To the extent Company licenses some or all of the Software and/or components thereof from third party vendors ("Vendors"), such Vendors shall be responsible for creating updates and making them available to Company for installation or distribution (the "Vendor Updates") and Company shall not be liable to Customer for any failures by the Vendors to do so. All Vendor Updates shall be provided or made available to Customer promptly after they are made available to Company, shall be deemed part of the Software and shall be subject to the terms and conditions of this Agreement.
- d. **Professional Services.** Company and Customer may from time to time agree for the Company to provide certain additional professional services (the "Professional Services") and will document such Professional Services in a separate Statement of Work to be attached to this Agreement. Each such Statement of Work shall be subject to all of the terms and conditions contained in this Agreement, shall become binding upon execution by each of the parties hereto and, upon execution, is hereby incorporated into this Agreement by reference. Company shall provide to Customer the Professional Services in a timely and professional manner consistent with industry standards, in all material respects in accordance with this Agreement and any terms set forth in the applicable Statement(s) of Work. If any services, functions, or responsibilities not specifically described in a Statement of Work are required for the proper performance and provision of Professional Services, they shall be deemed to be included within the scope of Professional Services to the same extent as if specifically described. As compensation for any Professional Services performed by Company pursuant to any Statement of Work, Customer shall pay Company a fee for such Professional Services rendered in such Statement of Work at rates mutually agreed to by the parties in writing on a time and materials basis and as set forth in an invoice issued by Company, which may or may not be included as part of the Statement of Work. Customer shall compensate Company for Professional Services no later than thirty (30) days after the date on which the Company invoice is received.
 - e. **Training.** The Company shall provide such training relating to the Software as shall be detailed in Exhibit "A" hereto.
 - f. **Look and Feel.** Unless otherwise described in the applicable Statement(s) of Work, the Company shall have control of the look and feel of the Software, including without limitation, the inclusion of the Company's name, and trade and service marks.
3. **Fees.** In consideration of the Company's provision of the Software hereunder, the Customer shall pay to the Company such fees (the "Fees") as described in the corresponding Statement(s) of Work attached hereto as Exhibit "A." Unless otherwise stated in the corresponding Statement of Work, the Company shall invoice the Customer on a monthly or semi-monthly basis for any Fees and Customer shall pay all Fees as described in any such invoice no later than thirty (30) days after the date on which such invoice is received. Payment shall be made via check or wire transfer in immediately available funds. Payment of any amounts due hereunder shall be in U.S. Dollars unless otherwise specified. In the event that the Customer fails to pay any amounts due to Company, (i) the Customer shall pay interest on the outstanding amounts due in the amount of 1.5% per month, or the highest amount allowed by Florida law, whichever is less, (ii) the Company may cease all Software pursuant to this Agreement, (iii) the Company may terminate this Agreement, and (iv) the Company may withhold all Software, Software Reports, and any and all deliverables developed by Company pursuant to this Agreement until such time as the Customer has paid all undisputed amounts (including interest charges) due to Company in full. The Customer agrees that it shall pay Company for its services in accordance with the Agreement, regardless of whether or not the Customer has been paid by its client.
 4. **Intellectual Property Rights; Grant of Licenses.** Each party shall grant to the other such rights and licenses as set forth herein, and no other licenses. Any rights not expressly granted herein are reserved by the



- No Automatic Adoption: The Company is not obligated to extend the same terms, conditions, or pricing to any other entity.
- Municipality Not Responsible: The Municipality is not a party to any separate agreements executed under this provision and assumes no liability for those agreements. The Municipality is not responsible for the use of this Agreement by any other government entity, and participation is strictly voluntary.
- Modifications: The Company may negotiate additional terms, modifications, or adjustments with the Eligible Entity as needed, provided they do not conflict with the core terms of this Agreement.
- m. Limitations
- Jurisdictional Compliance: Eligible Entities must ensure compliance with their own state and local procurement laws before executing an agreement under this provision.
- Service Availability: The Company reserves the right to approve or decline additional contracts based on capacity, existing obligations, or jurisdictional restrictions. The Company reserves the right to limit participation if it affects the ability to meet obligations under this Agreement.
- n. No Automatic Price Matching or Standard Terms. Each contract executed under this provision shall be:
 - (i) negotiated separately, ensuring flexibility for both parties;
 - (ii) priced independently, with no obligation to match the terms of this Agreement; and
 - (iii) subject to availability, based on the Company's resources and commitments.
- 7. Representations and Warranties; Disclaimer and Indemnification.
 - o. General Representations and Warranties. Each Party represents and warrants to the other Party that the warranting Party: (i) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (ii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (iii) will comply with all federal, state and local laws and regulations applicable to it in the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (iv) will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other Party's obligations under this Agreement or, during the Term, damage the reputation of the other Party; and (v) has not entered into any agreement with a third party, the performance of which is reasonably likely to prevent it or the other Party from performing fully its respective obligations hereunder.
 - p. General Disclaimer. EXCEPT AS SET FORTH HEREIN, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, THE DELIVERABLES OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT OR ANY CHANGE ORDER ENTERED INTO IN CONNECTION HERewith.
 - q. Specific Disclaimer. THE COMPANY DOES NOT PROVIDE ANY ENGINEERING, ARCHITECTURAL OR DESIGN SERVICES. THE COMPANY'S SOFTWARE IS A TOOL USED TO ASSIST THE CUSTOMER TO ANALYZE THE CUSTOMER DATA AND TO DETERMINE WHETHER THE CUSTOMER DATA COMPLIES WITH CERTAIN APPLICABLE LAWS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET FORTH IN SECTION 7(B) ABOVE, COMPANY IS NOT RESPONSIBLE FOR, AND TO THE EXTENT PERMITTED UNDER FLORIDA LAWS, CUSTOMER SHALL INDEMNIFY AND HOLD THE COMPANY INDEMNIFIED PARTIES (AS DEFINED BELOW) HARMLESS FROM ANY AND ALL LOSS, DAMAGE, EXPENSE, COST OR LIABILITY ASSERTED AGAINST ANY OF THE COMPANY INDEMNIFIED PARTIES AND ARISING OUT OF OR RESULTING FROM: (I) DEVELOPING, DRAFTING, OR MAKING CHANGES TO ANY DESIGNS OR THE VIABILITY OF DESIGNS OR CUSTOMER DATA SUPPLIED BY THE CUSTOMER, (II) ANY ACTIONS OR INACTIONS OF THE CUSTOMER OR ANY THIRD PARTY RELATING TO THE CUSTOMER DATA, (III) THE CUSTOMER'S USE OF THE SOFTWARE OR THE SOFTWARE REPORTS, (IV) ANY WORK PERFORMED BY CUSTOMER OR ANY THIRD PARTY, WHETHER OR



- NOT BASED ON OR RELATING TO THE CUSTOMER DATA, THE SOFTWARE, OR THE SOFTWARE REPORTS, (V) ENSURING THAT THE DESIGNS AND CUSTOMER DATA COMPLY WITH APPLICABLE LAWS, AND (VI) CUSTOMER'S OR ANY THIRD PARTY'S FAILURE TO COMPLY WITH APPLICABLE LAWS, ORDINANCES, RULES OR REGULATIONS, WHETHER OR NOT THE SOFTWARE REPORTS NOTIFIED THE CUSTOMER OF SUCH NONCOMPLIANCE.
- r. INDEMNIFICATION BY COMPANY. COMPANY SHALL INDEMNIFY, DEFEND, PAY AND HOLD THE CUSTOMER AND ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "CUSTOMER INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE, COST OR LIABILITY ASSERTED AGAINST ANY OF THE CUSTOMER INDEMNIFIED PARTIES AND ARISING OUT OF OR RESULTING FROM ANY BREACH BY THE COMPANY OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS HEREIN CONTAINED.
 - s. Indemnification by Customer. In addition to other indemnification obligations of the Customer as set forth in this Agreement or any Statement of Work, Customer shall, to the extent allowed under Florida laws, indemnify, defend, pay and hold the Company and its officers, directors, shareholders, agents, employees, representatives, successors and assigns (collectively, the "Company Indemnified Parties") harmless from and against any and all loss, damage, expense, cost or liability asserted against any of the Company Indemnified Parties and arising out of or resulting from (i) any breach by the Customer of any of its representations, warranties or covenants herein contained, (ii) the Customer's use of the Software or the Software Reports, and any services provided by the Company pursuant to this Agreement or otherwise, (iii) any data generated by the Software, including without limitation the Software Reports, (iv) Customer's operation of its business, the designs created by or on behalf of the Customer, and any Customer Data provided to the Company, (v) Customer's obligations under applicable law or under contracts with third parties, (vi) actions or omissions, intentional or unintentional, of Customer or any architects, engineers, MEP engineers, building contractors and subcontractors, and each of their subcontractors, and any other third party engaged or employed by Customer or that performs work in connection with any project of the Customer.
8. Confidential Information. Each Party acknowledges that, during the Term of this Agreement, each Party may obtain proprietary, intellectual property and other confidential information relating to the other's business, customers, suppliers, current and future products and services, and other matters (collectively the "Confidential Information"). Ownership of Confidential Information shall not pass from the Party owning such information (for purposes of this paragraph, the "Owner") to the other Party (for purposes of this paragraph, the "Receiving Party") by virtue of this Agreement, and Owner shall retain all right and title to the Confidential Information. Each Party hereby acknowledges and agrees that Confidential Information constitutes and contains valuable proprietary information and trade secrets of the other Party, and embodies substantial creative efforts and confidential information, ideas, and expressions. Each Party agrees:
- t. to protect the Confidential Information from unauthorized dissemination and use;
 - u. to use the Confidential Information only for the performance of the Receiving Party's obligations and in connection with the exercise of the Receiving Party's rights hereunder;
 - v. not to disclose any Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors other than those employees who are aware of and bound by the confidentiality obligations imposed by this Section 8;
 - w. not to disclose or otherwise provide to any third party, without the prior written consent of the Owner, any Confidential Information or any part or parts thereof;
 - x. to undertake whatever action is necessary to prevent or remedy any breach of the confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and
 - y. not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. The Company acknowledges that the Municipality is a governmental agency subject to the Florida Public Records Law, Chapter 119, Florida Statutes. Any disclosure of Confidential Information by the Municipality shall be limited to the minimum extent required by law, and the Municipality shall notify the Company of any such request pertaining to the Company.



- z. The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (i) was or became publicly known through no fault of the Receiving Party; (ii) was known by the Receiving Party before receiving receipt from the Owner, as evidenced by the Receiving Party's written records; (iii) becomes known to the Receiving Party without confidential or proprietary restriction from a source other than the Owner that does not owe a duty of confidentiality to the Owner with respect to such Confidential Information; or (iv) is independently developed by the Receiving Party without the use of the Confidential Information, as evidenced by the Receiving Party's written records.
 - aa. In addition, the Receiving Party may use or disclose Confidential Information to the extent the Receiving Party is legally compelled to disclose such Confidential Information; provided, however, prior to any such compelled disclosure the Receiving Party shall cooperate fully with the Owner in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
9. Limitation on Damages.
- bb. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF WHETHER SUCH FIRST PARTY KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER GROUNDS. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ACTUAL DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT.
 - cc. TO THE MAXIMUM EXTENT PERMITTED AT LAW, COMPANY'S AGGREGATE LIABILITY FOR DAMAGES TO THE CUSTOMER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, FRAUD, NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), SHALL BE LIMITED TO THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY COMPANY FROM THE CUSTOMER DURING THE 03 MONTHS PRIOR TO THE DATE OF THE CLAIM.
 - dd. The limitation of liability set forth in this Section 9 shall not apply to losses or amounts paid that are the subject of indemnification under this Agreement.
10. Termination. Either Party may terminate this Agreement as follows: (A) for any reason with ninety (90) days prior written notice to the other Party, or (B) effective immediately upon written notice to the other Party if the other Party (i) is adjudicated insolvent or bankrupt; (ii) is the subject of liquidation or termination of business; or (iii) assigns all or substantially all of its assets for the benefit of creditors. In the event of any breach of this Agreement or any Statement of Work by Company, Customer may require Company to correct or re-perform the work at Company's sole cost and expense, in addition to any other legal and equitable rights and remedies available to it. In the event of any breach of this Agreement or any Statement of Work by the Customer, the Company shall have all legal and equitable rights and remedies available to it for enforcement of this Agreement. On the effective date of termination of this Agreement for any reason, the Customer shall pay to the Company all Fees due and payable as of the effective date of termination pursuant hereunder. After either Party provides notice of termination for any reason, no new work will be initiated or accepted. In the event of a termination of this Agreement for any reason, Customer shall pay to Company, no later than thirty (30) days after the effective date of termination, all Fees due and payable through the effective date of termination. Customer shall not be entitled to a refund of any amount previously paid to the Company.
11. Entirety. This Agreement embodies the entire agreement between the parties concerning the matter dealt with herein and supersedes all prior agreements or understandings as may relate to the proposed transaction completed hereby.
12. Relationship between Parties. The parties to the Agreement are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party will have any right, power, or authority



to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The Agreement will not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either Party. Company shall provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline, and termination of Company personnel.

- 13. Notices. Unless otherwise provided, notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of a "Transmission OK" acknowledgment, (iv) e-mail, or (v) delivery by a reputable overnight carrier service (in the case delivery by facsimile or e-mail the notice must be followed by a copy of the notice being delivered by a means provided in (i), (ii) or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile or e-mail, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or to such other addresses as may be later designated by notice:

If to Company	If to Customer
BLITZ PERMITS, INC. Attn: Mr. Arjun Choudhary 5120 Marina Way #9908 Tampa, FL 33611 Email: Arjun.choudhary@blitzpermits.ai Email: Aditi.choudhary@blitzpermits.ai	City of Sanford — Development Services Attn: Steve Fiorey, CBO — Building Official 300 N Park Avenue Sanford, FL 32771 Email: Steve.Fiorey@Sanfordfl.gov [PHONE — TO BE CONFIRMED]

- 14. Assignment. Customer may not assign any of its rights of this Agreement or delegate any of its obligations without the prior written consent of the Company, which consent shall not be unreasonably withheld. Company may subcontract any of its rights or obligations under this Agreement without the Customer's consent. This Agreement is binding upon and enforceable by each Party's permitted successors and assignees. Any assignment in violation of this Section 14 is null and void.
- 15. Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and the parties shall negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.
- 16. Non-Exclusivity. This Agreement shall be non-exclusive for both parties, and nothing in this Agreement shall be read to preclude either Party from entering into a similar agreement with a third party.
- 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.
- 18. Venue. Venue for all suits arising pursuant to this Agreement shall lie exclusively in the state courts of Seminole County, Florida.
- 19. Excusable Delay. Neither Party shall be liable for failure to perform its obligations hereunder due to causes beyond its control, including but not limited to, acts of God, fire, flood, or other catastrophes; strikes, lock-outs, pandemics, epidemics, work stoppages or other labor difficulties, denial of service attacks, damage to transmission lines or devices and power failures.
- 20. Modification. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each Party.
- 21. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).
- 22. Headings. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement.



BLITZ PERMITS, INC. | 5120 Marina Way #9908, Tampa FL 33611 | info@blitzpermits.ai | +1 (352) 871-0358

23. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
24. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., DocuSign) or other transmission methods and any counterpart so delivered shall be deemed to have been duly signed and validly delivered and effective for all purposes.

[Signature Page Follows]



BLITZ PERMITS, INC. | 5120 Marina Way #9908, Tampa FL 33611 | info@blitzpermits.ai | +1 (352) 871-0358

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective as of the date first above written.

<p>BLITZ PERMITS INC.</p> <p>By: _____</p> <p>Name: Arjun Choudhary Title: CEO & Co-Founder Address: 5120 Marina Way #9908 Tampa, FL 33611 Email: Arjun.choudhary@blitzpermits.ai</p>	<p>CITY OF SANFORD, FLORIDA</p> <p>By: <i>[Signature]</i></p> <p>Name: [SIGNATORY NAME] <i>Art Woodcraft</i> Title: [SIGNATORY TITLE] <i>Mayor</i> Address: 300 N Park Avenue Sanford, FL 32771</p>
	<p>ATTEST: <i>[Signature]</i> <i>DEPUTY CITY CLERK</i></p> <p>_____ [City Clerk / Secretary Name]</p> <p>APPROVED AS TO FORM: <i>[Signature]</i></p> <p>_____ [City Attorney Name]</p>





EXHIBIT A — STATEMENT OF WORK

CITY OF SANFORD, FLORIDA AI GUIDED PLAN REVIEW PLATFORM Blitz Sufficiency Core Module & Blitz Jarviz

1. SUMMARY

This Statement of Work defines the terms of access, configuration, and delivery for the AI Guided Plan Review platform that Blitz Permits Inc. ("Blitz" or the "Company") will deploy for the City of Sanford, Florida ("the City"). The City of Sanford is a full-service municipality located in Seminole County, Florida, with an active development services operation that encompasses building, planning and zoning, and fire review functions. The City has identified the need for an AI-driven pre-submittal sufficiency review capability and an AI-guided code inquiry tool to improve the speed, consistency, and accuracy of its plan review process across multiple departments.

Blitz will configure and deliver two platform modules: the Blitz Sufficiency Core Module, providing automated pre-submittal code compliance checks against the Florida Building Code and related regulatory codes adopted by the City of Sanford; and Blitz Jarviz, an AI-guided code inquiry interface that delivers interpretive guidance and code-referenced responses to staff questions across building, planning, and fire departments. Both modules will be deployed as a standalone implementation, with no third-party system integration required at initial go-live. A UAT testing environment will be provided prior to production deployment.

2. CHOSEN PROJECT SCOPES

- Blitz Sufficiency Core Module — AI Guided Pre-Submittal Plan Review for Building, Planning and Zoning, and Fire
- Blitz Jarviz — AI-Guided Code Inquiry Interface with interpretive guidance and code citation support

3. SCOPE OF SERVICES

Blitz will configure, deploy, and maintain the following platform capabilities for the City of Sanford:

Blitz Sufficiency Core Module

1. Automated pre-submittal compliance checks against the Florida Building Code (8th Edition, 2023 FBC), covering the Building, Residential, Mechanical, Plumbing, Fuel Gas, Energy Conservation, Accessibility, and Existing Buildings volumes, and the 2020 National Electrical Code (NEC).
2. Automated pre-submittal compliance checks against applicable fire codes, including NFPA standards and local fire ordinances adopted by the City of Sanford.
3. Automated pre-submittal compliance checks against the City of Sanford Land Development Regulations for planning and zoning review.
4. Configuration of up to 400 automated compliance checks distributed across building, planning and zoning, and fire review functions, with specific check allocation to be finalized during the implementation planning phase.
5. Annual plan review capacity of nine thousand (9,000) reviews included under the base fee.
6. Annotated review reports containing compliance and non-compliance findings, with redline and greenline markups, hyperlinked code references, and referenceable citations to adopted code sections, consistent with the citation requirements of applicable Florida statutes.
7. Secure user authentication via two-factor login with role-based access supporting up to approximately 45 staff users across Building, Planning and Zoning, and Fire departments.



8. Dashboard and reporting capabilities for usage tracking, review outcomes, and performance metrics.
9. Sandbox and testing environment made available prior to production go-live to allow the City to validate configuration and identify any adjustments required before full deployment.
10. Platform maintenance, updates, and enhancements provided at no additional cost for the duration of the Agreement.

Blitz Jarviz — AI-Guided Code Inquiry Interface

1. AI-powered conversational interface enabling City staff to ask interpretive code questions and receive guidance, distinguishing between simple code lookups and complex interpretive queries such as permitted use analysis in a given zoning district.
2. Responses that include specific citations to applicable code sections, consistent with the requirements of Florida law requiring code references in building-related determinations.
3. Code library configured to include the Florida Building Code (8th Edition, 2023 FBC), 2020 NEC, applicable NFPA standards, and the City of Sanford Land Development Regulations.
4. Access available to all authorized City users across Building, Planning and Zoning, and Fire departments under a single platform subscription with no per-user fees.
5. Standalone deployment requiring no integration with the City's existing systems at initial go-live, with future integration capability available at separately quoted cost.

Included in All Modules

- Platform licensing for the full contract term
- Tailored configuration aligned to the City of Sanford's adopted codes and regulatory requirements
- Unlimited user accounts — no per-seat licensing fees
- All future software maintenance, updates, and enhancements at no additional charge
- Dedicated implementation support and ongoing technical assistance
- Staff training as described in Section 5 below

4. PROJECT ORGANIZATION

Blitz Responsibilities

- Assign a dedicated Project Manager to serve as the City's primary point of contact from kickoff through go-live
- Provide subject matter expertise in AI Guided Plan Review platform configuration and code ingestion
- Ingest, configure, and validate all applicable codes and local regulatory documents
- Configure automated checks and Jarviz code library in accordance with the agreed implementation plan
- Deliver and maintain a sandbox environment for City testing prior to production deployment
- Conduct staff training sessions covering platform use, report interpretation, and code inquiry workflows
- Provide ongoing technical support and platform maintenance throughout the contract term

City Responsibilities

- Designate a primary City project lead and provide access to relevant departmental staff during implementation
- Provide digital copies of all applicable adopted codes, local amendments, and land development regulations, including the City's local administrative amendments to the Florida Building Code
- Provide access to representative plan sets and submittal examples for configuration validation and testing
- Participate in scheduled implementation review meetings and provide timely feedback on deliverables
- Coordinate staff availability for training sessions



- Conduct user acceptance testing in the sandbox environment and communicate findings to Blitz within the agreed review periods

5. PROJECT PHASES AND DELIVERABLES

Phase 1: Kickoff and Discovery

Blitz Responsibilities: Conduct kickoff meeting with the City's project team; document existing workflows, departmental review processes, and code requirements; present a draft implementation plan for City review and approval.

City Responsibilities: Identify project lead and departmental representatives; provide all adopted codes, local amendments, and land development regulations; review and approve the implementation plan within ten (10) business days of receipt.

Phase 2: Code Ingestion and Configuration

Blitz Responsibilities: Ingest the Florida Building Code (8th Edition, 2023 FBC), 2020 NEC, applicable NFPA standards, and City of Sanford Land Development Regulations into the platform; configure local amendments in the administrative code sections; build the Jarviz code library; configure automated compliance checks per the approved implementation plan.

City Responsibilities: Supply all code documents and local ordinance materials in digital format; review and confirm the code ingestion log for accuracy; provide written approval to proceed to testing phase.

Phase 3: User Acceptance Testing and Validation

Blitz Responsibilities: Deploy fully configured platform to sandbox environment; provide City access credentials and testing guidance; address all issues and change requests identified during City testing within agreed timelines.

City Responsibilities: Conduct user acceptance testing using representative plan submittals and code inquiry scenarios; document findings and submit consolidated feedback to Blitz; provide written acceptance sign-off upon satisfactory completion of testing.

Phase 4: Staff Training

Blitz Responsibilities: Conduct training sessions for Building, Planning and Zoning, and Fire staff covering platform navigation, pre-submittal review workflows, report interpretation, Jarviz code inquiry use, and administrator functions; provide written training materials and documentation.

City Responsibilities: Coordinate staff attendance for training sessions; ensure key staff complete training prior to go-live; identify any additional training needs and communicate to Blitz.

Phase 5: Production Go-Live and Post-Live care

Blitz Responsibilities: Migrate approved configuration to the production environment; confirm production system readiness; provide dedicated support during the initial thirty (30) days post-launch; monitor system performance and address any issues promptly.

City Responsibilities: Authorize go-live in writing following completion of testing and training; coordinate staff transition to the live platform; communicate any post-launch issues to Blitz through the established support channel.

6. ACCEPTANCE CRITERIA

Each phase deliverable is subject to the City's written acceptance. The City will review each deliverable within ten (10) business days of receipt. If the City does not provide written acceptance or a written list of deficiencies within that period, the deliverable shall be deemed accepted. For deliverables identified as deficient, Blitz will address all documented issues and resubmit within a mutually agreed timeframe. Acceptance of the production go-live environment shall constitute the City's formal acceptance of the implementation deliverables.



SERVICE AGREEMENT TERMS — CITY OF SANFORD

ANNUAL CONTRACT VALUE

#	Product	Checks	Reviews	ACV (USD)
1	Blitz Sufficiency Core Module	400	9,000	\$140,000
2	Blitz Jarviz	—	—	\$60,000
Total Annual Contract Value (ACV)				\$200,000
6 Months Prorated through September 30 th 2026				\$100,000/ or at actuals

The annual contract value under this Agreement shall be Two Hundred Thousand U.S. Dollars (\$200,000.00) for Year 1 (Prorated at actuals for September 30th 2026 Fiscal Year). This pricing covers full access to both platform modules, as described in this Statement of Work, including all user accounts, code configuration, maintenance, updates, and support. This pricing is offered as a special promotional rate for agreements executed on or before April 30, 2026. Agreements executed after April 30, 2026 shall be subject to standard market rate pricing.

This Agreement shall have an initial term of three (3) years commencing on the Effective Date. The annual contract value shall increase by five percent (5%) in Year 2 and by an additional five percent (5%) in Year 3. Upon expiration of the initial three-year term, the Agreement may be renewed for up to two (2) additional one-year renewal terms upon mutual written agreement of the parties. The annual contract value for each renewal term shall increase by five percent (5%) over the annual contract value in effect during the immediately preceding contract year.

SPECIAL PACKAGE PRICING

The Products and Services provided under this Agreement are offered at a special bundled price as part of a package. If any Product or Service included in the package is selected or procured separately, outside of the package, the standard individual list price for that Product or Service shall apply. Licensing products individually will adjust included review volumes accordingly.

TERM, PRICING, AND PAYMENT TERMS

This Agreement shall have an initial term of three (3) years commencing on the Effective Date (the "Initial Term"). The annual contract value for Year 1 of the Initial Term shall be Two Hundred Thousand U.S. Dollars (\$200,000.00) (Prorated at actuals for September 30th 2026 Fiscal Year). The annual contract value shall increase by five percent (5%) in Year 2 and by an additional five percent (5%) in Year 3.

Upon expiration of the Initial Term, the Agreement may be renewed for up to two (2) additional one-year renewal terms upon mutual written agreement of the parties. The City must notify the Company in writing of its intent to renew at least sixty (60) calendar days prior to the expiration of the Initial Term or any then-current Renewal Term. The annual contract value for each renewal term shall increase by five percent (5%) over the annual contract value in effect during the immediately preceding contract year.

The Company shall issue an invoice in full on the first (1st) day of each contract year during the Initial Term and on the first (1st) day of each Renewal Term, if applicable. All payments shall be made via ACH or wire transfer and shall be due within thirty (30) calendar days of the invoice date.

Invoices not paid within thirty (30) calendar days shall be considered past due, and the Company reserves the right to assess a late fee of one and one-half percent (1.5%) per month



OVERAGE FEES

The package includes a total of nine thousand (9,000) reviews per contract year. Each review generated beyond this volume will be charged at Five U.S. Dollars (\$5.00) per review. Overage fees will be invoiced monthly in arrears based on actual review counts.

OPTIONAL SERVICES (NOT INCLUDED IN BASE CONTRACT)

#	Optional Service	Price (USD)
1	Additional Checks (beyond 400 included)	\$200 per check
2	GIS Integration	\$7,000 (one-time)
3	Third-Party System Integration	\$7,000 (one-time, per integration)

Integration costs are not included in this Agreement and will be quoted and contracted separately if the City elects to pursue them.

PROCUREMENT VEHICLES

The pricing provided is for a sole source contract. Blitz Permits Inc. is also available through Carahsoft's OMNIA and NASPO contract vehicles; if the City chooses to procure through these vehicles, additional applicable fees may apply.

All annual fees are inclusive of: platform licensing, tailored configuration, unlimited user access, software maintenance and updates, training, and dedicated support.

[END OF CONTRACT DOCUMENTS]

Blitz_Contract_CityOfSanford_FL_2026-03.docx



Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation
 Name
1860 Michael Faraday Drive, Suite 100
 Address
Reston VA 20190
 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
 Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.
4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
 ATTACHMENT B: Scope of Services Awarded to Contractor
 ATTACHMENT C: Pricing Discounts and Pricing Schedule
 ATTACHMENT D: Contractor's Response to Solicitation #CH16012
 ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature]
 Contractor's signature
10/11/16
 Date

STATE

[Signature]
 Director, Division of Purchasing
10.13.16
 Date

Robert Moore, Vice President
 Type or Print Name and Title

<u>Christopher Hughes</u>	<u>801-538-3254</u>	<u>christopherhughes@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number Email

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also "High Risk Data", "Moderate Risk Data" and "Low Risk Data".

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data").

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Low Impact Data”).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Moderate Impact Data”).

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

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Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

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and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

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Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

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person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

- (1) The Contractor's obligations under this section shall not extend to:
 - a. Any use of the Services provided hereunder not contemplated in the product documentation.
 - b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

- b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:
 - i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

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Purchase Order) or (ii) two million dollars (\$2,000,000), whichever is greater.

ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage	Crime Insurance Minimum Insurance Coverage
Low	\$2,000,000	\$2,000,000

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Moderate	\$5,000,000	\$5,000,000
High	\$10,000,000	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

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may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

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by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

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subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

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Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

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Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

- a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.
- b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.
- c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.
- d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.
- e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.
- f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

- a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.
- b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

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c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

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additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

LOTEMPIO, CATHY

From: Lindsay, Cynthia
Sent: Monday, May 18, 2026 1:24 PM
To: LOTEMPIO, CATHY
Subject: RE: Memo for your review & approval

Approved.

Cynthia Lindsay, CPA, CGFO

Director of Finance
Finance Department
[City of Sanford](#)
p: 407.688.5026
f: 407-688.5021

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[Instagram.com/CityofSanfordfl](https://instagram.com/CityofSanfordfl)



From: LOTEMPIO, CATHY <CATHY.LOTEMPIO@Sanfordfl.gov>
Sent: Monday, May 18, 2026 10:59 AM
To: Purchasing Group <PurchasingGroup@Sanfordfl.gov>; Lindsay, Cynthia <Cynthia.Lindsay@Sanfordfl.gov>; Igreene <Igreene@dsklawgroup.com>; Barnett, Carrie <cbarnett@dsklawgroup.com>
Cc: RAIMONDO, ANTHONY <ANTHONY.RAIMONDO@Sanfordfl.gov>; Fiorey, Steve <Steve.Fiorey@Sanfordfl.gov>
Subject: Memo for your review & approval
Importance: High

Hello all,

Attached is a memo for your review and approval for a Budget Amendment and a procurement to Blitz AI. I am only here until Wednesday this week & would appreciate it if you could review & approve before I go on vacation, as we will miss the deadline to the Clerk's Office by the time I return.

I will have one or possibly two more memos coming your way today.

Thank you all in advance.
Cathy

Cathy LoTempio
Administrative Services Manager
Development Services
[City of Sanford](#)
300 N. Park Avenue
Sanford, Florida 32771
Office of Development Services

Direct – 407-688-5163



Our Vision – Sanford is a significant cultural and business hub for the Central Florida region. With its showcase waterfront, extensive transportation network, distinctive cultural corridor and historic downtown, Sanford is a *vibrant* and safe City in which people choose to **live, work, raise a family, attend school, shop, play and retire.**

Our Mission – The City of Sanford is dedicated to the delivery of a high standard of service that cultivates a vibrant business and citizen partnership and fosters a well-connected, economically thriving community that celebrates its distinctive historical, natural, social and cultural character.

LOTEMPIO, CATHY

From: Rios, Robert
Sent: Tuesday, May 19, 2026 7:51 AM
To: LOTEMPIO, CATHY; Purchasing Group; Lindsay, Cynthia; Igreene; Barnett, Carrie
Cc: RAIMONDO, ANTHONY; Fiorey, Steve
Subject: RE: Memo for your review & approval

Good morning,

I confirmed that the referenced contract is active and current. You are clear to proceed to commission with the attached contract.

Thank you,

Robert Rios, **FCCM**
Contract Specialist
City of Sanford, Purchasing Division
Tel 407.562.2941



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[Instagram.com/CityofSanfordfl](https://www.instagram.com/CityofSanfordfl)

www.sanfordfl.gov

Solicitations are posted on VendorLink
<https://www.myvendorlink.com>

Our office is closed on Fridays

From: LOTEMPIO, CATHY <CATHY.LOTEMPIO@Sanfordfl.gov>
Sent: Monday, May 18, 2026 10:59 AM
To: Purchasing Group <PurchasingGroup@Sanfordfl.gov>; Lindsay, Cynthia <Cynthia.Lindsay@Sanfordfl.gov>; Igreene <Igreene@dsklawgroup.com>; Barnett, Carrie <cbarnett@dsklawgroup.com>
Cc: RAIMONDO, ANTHONY <ANTHONY.RAIMONDO@Sanfordfl.gov>; Fiorey, Steve <Steve.Fiorey@Sanfordfl.gov>
Subject: Memo for your review & approval
Importance: High

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LOTEMPIO, CATHY

From: Greene, Lindsay <lgreene@dsklawgroup.com>
Sent: Monday, May 18, 2026 7:16 PM
To: LOTEMPIO, CATHY; Purchasing Group; Lindsay, Cynthia; Barnett, Carrie
Cc: RAIMONDO, ANTHONY; Fiorey, Steve
Subject: RE: Memo for your review & approval
Attachments: Memo - BA and PO Blitz Permits \$90580.docx

CAUTION: This email originated from OUTSIDE the City of Sanford. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Attached, find the approved agenda memo. I approve the Resolution. Enjoy your much deserved vacation!

Lindsay N. Greene
Partner

DSK Law

de Beaublen · Simmons · Knight · Mantzaris · Neal

EST. 1976

332 North Magnolia Avenue

Orlando, Florida 32801

P 407.422.2454 | D 407.992.3536

F 407.849.1845 | www.dsklawgroup.com

Member of the Bar



From: LOTEMPIO, CATHY <CATHY.LOTEMPIO@Sanfordfl.gov>

Sent: Monday, May 18, 2026 10:59 AM

To: Purchasing Group <PurchasingGroup@Sanfordfl.gov>; Lindsay, Cynthia <Cynthia.Lindsay@Sanfordfl.gov>; Greene, Lindsay <lgreene@dsklawgroup.com>; Barnett, Carrie <cbarnett@dsklawgroup.com>

Cc: RAIMONDO, ANTHONY <ANTHONY.RAIMONDO@Sanfordfl.gov>; Fiorey, Steve <Steve.Fiorey@Sanfordfl.gov>

Subject: Memo for your review & approval

Importance: High

Caution: External.

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Cathy LoTempio

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CITY OF
SANFORD
FLORIDA



APPROVED

WS RM X

Item No. 9.1.e

**CITY COMMISSION MEMORANDUM 26-115
JUNE 8, 2026, AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Anthony Raimondo, Director of Development Services
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Budget Amendment Resolution No. 2026-3485; Procurement to Blitz Permits

SYNOPSIS:

Requesting to approve Resolution No. 2026-3485, to amend the Building Department budget and a procurement to Blitz Permits.

FISCAL/STAFFING STATEMENT:

Funding in the amount of \$90,580 is available in the Building Reserves Fund.

The pricing for this procurement is referenced from the National Association of State Procurement Officials (NASPO) Contract AR2472 Carahsoft dba Blitz Permits. Pricing has been pro-rated for the remaining Fiscal Year per the attached quote.

BACKGROUND:

This budget amendment is to cover the procurement to Blitz Permits. Blitz Permits is an Artificial Intelligence (AI) platform that will be utilized to support front-end sufficiency reviews for Building Permits. The automated sufficiency check will be done at the earliest stage of submittal, ensuring applicants have provided all required details before the application moves to the plans examiner's desk, with the goal of reducing incomplete submittals. This AI platform objective is a means to help streamline the plan review process, improve efficiency, and reduce turnaround times.

LEGAL REVIEW:

The City Attorney has reviewed this agenda item and has no legal objection, so long as the procurement adheres to the City's purchasing and procurement procedures.

RECOMMENDATION:

It is staff's recommendation that the City Commission approve Resolution No. 2026-3485, to amend the Building Department budget in the amount of \$90,580, procurement to Blitz Permits in the amount of \$90,579.34.

SUGGESTED MOTION:

"I move to approve Resolution No. 2026-3485, and procurement as proposed."

Attachments: Resolution No. 2026-3485
Carahsoft dba Blitz Permits Quote
Miscellaneous Emails
NASPO Contract AR2472